FOREST DEPARTMENT.

SHIMOGA FOREST DIVISION.

SALE OF DRY TIMBER AND LOPS AND TOPS.

Notification dated 21st November 1938.

It is hereby notified for general information that the right of collecting and removing standing dry jalari trees including lops and tops in the below noted localities in Thirthahalli Range during the year will be sold by public auction by the District Forest Officer, Shimoga Division or some other Officer deputed by him for the purpose on the date and place noted against them, subject to the conditions mentioned below:—

Name of forest and locality	Kind and quantity	Place of sale	Date of sale
District Forest near Hosakere and near Konandur in Tirthahalli Taluk.	Dry Jalari trees including lops and tops 200 C.ft.	Konandur	22nd December 1938 2 P.M.

2. Each bidder shall, before he is permitted to bid, be required to furnish a solvency certificate as under the Thangadi Sale Rules and deposit a sum of Rs. 50 (fifty) as earnest money with the officer conducting the sale; the deposit will be returnable to him at the close of the sale, if his bid is not accepted. The person whose bid is accepted shall, immediately after the close of the sale, pay 25 per cent of the bid amount less the deposit already paid, failing which the right will be resold or worked by the department at the risk of the defaulting bidder. He will be liable for the loss, if any, that may result by such resale or departmental working which will be recoverable from him as arrears of land revenue, but he shall not participate in any gain.

3. Defaulters to the department will not be allowed to bid at the sale.

4. The timber will be sold in terms of cubic feet (*i.e.*, the bidders will have to bid at so much per cubic foot of timber).

5. Power is reserved to the District Forest Officer or such other officer conducting the sale, as may be deputed by the District Forest Officer, to accept or reject any bid without assigning any reason therefor.

6. Any person bidding at the sale may be required by the officer conducting the sale, to state whether he is bidding on his own behalf or as an agent and in the latter case to produce a written authority signed by the principal.

7. Within a week from the date of intimation regarding the confirmation of the sale, the person whose bid is accepted, shall deposit a sum of Rs. 100 (one hundred) or 25 per cent of the sale amount, whichever is less, for each coupe as security towards the due fulfilment of his contract. He shall also pay, within that period, the remaining 75 per cent of the contract amount due by him and shall execute an agreement, on a stamped paper of proper value, accepting the above terms and the terms specified below, failing which the amount already paid will be forfeited to Government and the produce resold or worked by the department at his risk as noted in clause (2) *supra*. The security deposit or the balance thereof as may remain over shall be repayable to the contractor on his producing proof relieving him of any liability under the contract.

The following are the further conditions to which the contractor should bind himself:—

(*a*) That he shall collect and remove the timber purchased by him before the 15th June 1939.

(*b*) That he shall furnish the Range Officers concerned with a list of agents and workmen who will be employed by him in the forest for extraction of timber.

(*c*) That he shall bind himself to pay in advance the value of the minimum quantity of timber to be fixed by the District Forest Officer and shall remove all marketable portions either in logs, pieces or poles.

(*d*) That he will not be eligible for any refund of advance revenue if the minimum quantity fixed is not removed, but any excess quantity removed shall be paid for at auction rates.

(*e*) That no timber prepared in the coupe shall be removed unless it is measured and stamped at the stump by the Range Officer or such other officer as the District Forest Officer may authorise and until it is duly paid for.

(*f*) That each consignment of timber shall be covered by a passport issued by the Range Officer or any other officer deputed by the District Forest Officer in this behalf.

(*g*) That he shall abide by the rules of the Department as regards the kindling of fires and shall hold himself responsible for any forest offences committed by his agents, employees or workmen.

(*h*) That he shall not sublet the contract to anybody except with the written sanction of the District Forest Officer.

(*i*) That no timber operation shall take place in the forest after sunset and before sunrise.

(*j*) That he shall have no right whatsoever over the coupe and over the timber paid for but left unremoved after the 30th June 1939.

(*k*) That he shall maintain a register in the form prescribed by the District Forest Officer showing the quantity of timber of each kind collected and shall keep it open for the examination of Forest Officers above the grade of guards.

(*l*) That for the breach of any of the conditions of contract by the contractor or his agents, the contract shall be void at the option of the District Forest Officer and that the latter may, after issuing to the contractor, a notice of cancellation of contract enforce forfeiture of all or any part of the deposit and shall resell the right or work it departmentally at the risk of the contractor as in column (2) *supra*. If the deposit or part thereof is so forfeited, it shall be immediately made good by the contractor

(*m*) Interest at 6¼ per cent per annum will be levied on all arrears of amounts which are permitted to be paid after the due date.

SALE OF BAMBOOS.

Notification dated 21st November 1938.

It is hereby notified for general information that the right of collection and removal of bamboos in the undermentioned Forests of the Shimoga Division for the two calendar years 1939 and 1940 will be sold by public auction by the District Forest Officer or any other Officer deputed by him on the dates and places and subject to the conditions mentioned below :—

Name of Range	Name of Forest	Description of Block	Minimum quantity to be purchased		Place of Sale	Date of Sale
			Big bamboos	Small bamboos		
1. Sacrebyle ..	Sacrebyle ..	Whole Forest ..	100,000	200,000	District Forest Office, Shimoga.	17th December 1938 at 2 P.M.
2. Shankar ..	Shankar ..	Do ..	10,000	200,000		
3. Ayanur ..	Kumsi ..	Do ..	..	10,000		
4. Hanagere ..	Hanagere and Kudi	Hanagere E.F.S.	20,000	..		
		Whole Forest ..	..	20,000		
5. Ripponpet ..	Masarur ..	Do	10,000	20,000		
	Harohitlu ..	Do ..	10,000	..		

Remarks.—The boundaries of working circle will be made.

The sale will commence at 2 P.M. precisely, on each day, if it is not concluded on the same day and will be subject to confirmation of the District Forest Officer in case of bids of Rs. 1,000 and below and of the Conservator of Forests in other cases.

N.B.—It should be clearly understood that the contractor shall make his own arrangements for the removal of the bamboos, etc.

2. Each bidder shall, before he is permitted to bid, be required to furnish a solvency certificate under the Thangadi Sale Rules and deposit a sum of Rs. 50 (fifty) as earnest money with the Officer conducting the sale. The deposit will be returnable to him at the close of the sale, if his bid is not accepted. The person whose bid is accepted, shall immediately after the close of the sale pay 50 per cent of the bid amount, less the deposit already paid together with the local cess at one anna (per rupee), Railway cess at three pies (per rupee) and education cess at six pies (per rupee) on the full sale amount, failing which the right will be resold or worked by the Department at the risk of the defaulting bidder. He will be liable for the loss, if any, that may result by such resale or Departmental Working, which will be recoverable from him as arrears of land revenue, but he shall not participate in any gain.

3. Defaulters to the department will not be allowed to bid at the sale.

4. The bamboos will be sold by number (*i.e.*, the bidders will have to bid at so much per 1,000 bamboos).

5. Power is reserved by the District Forest Officer or such other Officer conducting the sale as may be deputed by the District Forest Officer to accept or reject any bid without assigning any reason therefor.

6. Within a week from the date of intimation, regarding the confirmation of the sale, the person whose bid is accepted, shall deposit as security a sum of Rs. 50 (fifty) or 25 per cent of the sale amount, whichever is less, for each block as security towards the due fulfilment of the contract. He shall also pay on 1st January 1940 the remaining 50 per cent of the contract amount due by him and shall execute an agreement on a stamped paper of proper value accepting the terms specified below, failing which the amount already paid will be forfeited to Government and the produce resold or worked by the Department at his risk as noted in clause (2) *supra*. The security deposit or the balance thereof as may remain over shall be repayable to the contractor on his producing proof relieving him of any liability under the contract.

The following are the further conditions to which the contractor should bind himself.

(*a*) That the bamboos shall be collected or stored outside the block at such place or places as may be fixed by the Range Officer concerned and allowed to be removed on check by him and

after a permit to remove is issued. Removal without such permit will be an offence to be dealt with according to law.

(*b*) That the purchaser shall not cut bamboos outside the limits of the block to which the lease refers and not exploit immature clumps less than three years old.

(*c*) That the lessee will be personally responsible for the acts of his agents, servants or coolies employed in the cutting, collection and removal of bamboos and for preventing the cutting of clumps under two years, by himself, his agents, servants or coolies.

(*d*) That he shall not sublet the contract to anybody or appoint any agent to work for him except with the written sanction of the District Forest Officer.

(*e*) That he shall have no right what-so-ever over the block and over the bamboos paid for but left unremoved in any of the blocks after 31st December 1940.

(*f*) That he shall accept the minimum quantity fixed in the notification as available in the block concerned and shall have no claim on the Department for any deficit that may be found. If he removes any quantity above the minimum fixed within the lease period, he shall pay for the excess quantity at auction sale rates together with cesses thereon.

(*g* That he shall abide by such orders as the District Forest Officer may issue regulating the transport of bamboos to and collection at their rafting station.

(*h*) That he shall abide by the rules of the Department as regards the kindling of fires and shall hold himself responsible for any forest offences committed by his agents, employees or workmen.

(*i*) That he or his men shall not enter the forest after sunset and before sunrise.

(*j*) That he shall maintain a register in the form prescribed by the District Forest Officer showing the number of bamboos removed and shall keep it open for the examination of Forest Officers above the grade of guards.

(*k*) That he understands that the sale does not prohibit the issue of retail license at the seigniorage rates or the exercise by the viliagers of their rights in the Forests.

(*l*) That he understands that the sale does not prevent the Department from extracting bamboos that may be required for supply to the Mysore Paper Mills, Ltd.

(*m*) That for any breach of any of the conditions of the contract by the contractor or his agents, the contract shall be void at the option of the District Forest Officer and that the latter, may, after issuing to the contractor a notice of cancellation of contract, enforce forfeiture of all or any part of the deposit and shall resell the right or work it Departmentally at the risk of the contractor as in clause (2) *supra*. If the deposit or part thereof is forfeited, it shall be immediately made good by the contractor.

(*n*) Interest at 6¼ per cent will be recovered on all overdue payments.

P. KRISHNASWAMI RAO,
District Forest Officer.

ENGINEERING DEPARTMENT.

KOLAR DIVISION.

Tender Notice dated 13th November 1938.

Sealed tenders will be received at the Office of the Executive Engineer, Kolar Division, up to 12 NOON on 12th December 1938, for constructing Town Hall Building at Malur, Kolar District.

2. Tenders in the prescribed form obtainable from the Office of the Executive Engineer, Kolar Division, should be addressed to the Executive Engineer, Kolar Division, in a sealed cover and superscribed as "Tender for Malur Town Hall." The name of the tenderer should also be superscribed on the top of the cover.

3. Each tender must be accompanied by treasury challan for an earnest money of Rs. 515 paid to the treasury to the credit of "17 (a) Public Works Deposits" against the account of the Executive Engineer, Kolar Division. The earnest money of the successful tenderer will be retained as security for the due fulfilment of the contract. Such a deposit in cash will not carry any interest.

4. The tenders will be opened in the presence of such tenderers who wish to be present on 12th December 1938 at Kolar. The final acceptance of the tender will rest with the..... Engineer, who does not bind himself to accept the lowest or any tender, or to assign any reason whatever for the rejection of any.

5. The name of the successful tenderer will be posted on the Notice Board in the Executive Engineer's Office in due course. Within eight days of the acceptance of the tender, the successful tenderer will be required to execute an agreement in the departmental Schedule Contract form, for the due fulfilment of the contract, and for the execution of all items of work in accordance with the Bombay Specifications (1931), and also furnish a security deposit of Rs. 1,030.

6. Failure to comply with the condition 5 above, or to agree to carry out the work in accordance with the specifications and agreements in force will entail forfeiture of the earnest money

7. The earnest money of rejected tenders will be returned on submission of the receipt originally granted, along with an application to the Executive Engineer.